

Document No. 360
Adopted at Meeting of 9/3/64

LAND DISPOSITION AGREEMENT

by and between

BOSTON REDEVELOPMENT AUTHORITY

and

THE COMMONWEALTH OF MASSACHUSETTS

(MASSACHUSETTS BOARD

of

REGIONAL COMMUNITY COLLEGES)

Charlestown
Urban Renewal
Area

LAND DISPOSITION AGREEMENT

THIS AGREEMENT, made and entered into the day of ,
1964 by and between BOSTON REDEVELOPMENT AUTHORITY and the COMMONWEALTH
OF MASSACHUSETTS acting by and through the BOARD OF REGIONAL COMMUNITY
COLLEGES.

WHEREAS, the Boston Redevelopment Authority has undertaken a
program for the reconstruction and rehabilitation of blighted and
deteriorating areas in the City of Boston, pursuant to the 1949
Housing Act, as amended, and Chapter 121 of the General Laws and in this
connection is making surveys and plans for an urban renewal project
known as the "Charlestown Urban Renewal Project";

WHEREAS, the Massachusetts Board of Regional Community Colleges
has determined that certain land located in the Charlestown Project Area,
hereinafter called the "Property", constitutes a suitable new site for
the Massachusetts Bay Community College, and the Board desires to acquire
such site in the name and on behalf of the Commonwealth of Massachusetts,
and to develop such land for such purpose; and

WHEREAS, the Boston Redevelopment Authority has decided after due
consideration that the acquisition of the Property for community
college purposes will achieve desirable objectives under the Charlestown
Urban Renewal Plan and is in accord with the 1949 Housing Act, as
amended, and Chapter 121 of the General Laws.

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I

DEFINITIONS

Section 101: Defined Terms

For the purposes of this Agreement, the following terms shall have the meanings, respectively ascribed to them below:

(a) "Authority" shall mean the Boston Redevelopment Authority, a public body politic and corporate, created pursuant to General Laws, Chapter 121, Section 26QQ, as amended, and shall include any successor in interest, whether by act or a party to this Agreement or by operation of law or otherwise.

(b) "Redeveloper" shall mean the Commonwealth of Massachusetts, acting by and through the Massachusetts Board of Regional Community Colleges, established pursuant to General Laws, Chapter 15, Section 27, and shall include any successor in interest or assign, whether by act of a party to this Agreement or by operation of law or otherwise.

(c) "Property" shall mean Parcel P-15 of the Charlestown Urban Renewal Plan, described in Exhibit A attached hereto, and shown on a map entitled "Property Line Map, Parcel P-15, Charlestown Urban Renewal Area", prepared by the Authority, dated September 3, 1964, which map is attached hereto as Exhibit B, consisting of approximately 40 acres.

(d) "Plan" shall mean the Charlestown Urban Renewal Plan duly prepared in accordance with the 1949 Housing Act, as amended, and Chapter 121 of the General Laws, and as said Plan may be amended from time to time in accordance with said statutory provisions. The "term of the Plan" shall mean the period commencing upon the approval of the Plan by the City Council and expiring as therein provided. For the purposes of this Agreement, the "Plan", until official adoption of the Charlestown Urban Renewal Plan, shall mean the Land Use Provisions, Planning Objectives, and Building Requirements attached hereto as Exhibit C, (which provisions, objectives and requirements shall be superseded by said Urban Renewal Plan upon its due adoption, provided that said Urban Renewal Plan does not materially alter such provisions, objectives and requirements).

(e) "Pre-preliminary Plans", "Final Preliminary Plans and Outline Specifications", and "Final Plans and Specifications" are defined in the "Developers Submission Requirements" attached hereto as Exhibit E.

(f) "HHFA" shall mean the Administrator of the Housing and Home Finance Agency or any officer duly authorized to act in his behalf.

(g) "Agreement" shall mean this Land Disposition Agreement entered into by the Authority and the Redeveloper.

ARTICLE II

TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

Section 201: Covenant of Sale

(a) Subject to all the terms, covenants and conditions of this Agreement, the Authority covenants and agrees to sell and convey, and the Redeveloper covenants and agrees to purchase, the Property.

(b) The Agreement by the Authority to sell and convey and the agreement by the Redeveloper to purchase the Property shall expire on March 1, 1965 unless by such date either a Loan and Grant Contract for the Charlestown Urban Renewal Project has been entered into between the Authority and the HHFA pursuant to Section 103 of the 1949 Housing Act, as amended, or a Temporary Loan Contract for early acquisition of the Property has been entered into between the Authority and the HHFA pursuant to Section 102 of said Act.

(c) Such agreements to sell and convey and purchase shall expire: (1) on September 1, 1965 unless by such date the Redeveloper has reserved from the funds appropriated by the General Court for the Commonwealth for use by the Massachusetts Bay Community College under Item 8064-35 of Section 2 of Chapter 648 of the Acts of 1963 and Item 8065-36 of Section 2 of Chapter 640 of the Acts of 1964 and from the funds to be appropriated under any items relating to the Massachusetts Bay Community College in the Act to Provide for a Capital Outlay Program for the Commonwealth to be filed in the 1965

Session of the General Court for the Commonwealth that amount equal to the sum of (a) the purchase price the Redeveloper is obligated to pay for the Property as computed under Section 203 herein and (b) the estimated construction cost, in the amount thereof concurred in by the Authority, for Phase A of the improvements proposed to be built under Section 302 hereof; and (2) on November 1, 1965, unless by such date the Authority has acquired the Property.

(d) The Authority agrees to file with the HHFA, and seek approvals of, the final Title I Application for a Loan and Grant under Section 103 of the 1949 Housing Act or to file with the HHFA, and seek approvals of, the Application for a Temporary Loan for Early Land Acquisition under Section 102 of said Act, and the Redeveloper agrees to have inserted in the Bill to provide for a Capital Outlay Program for the Commonwealth to be filed with the General Court for the Commonwealth for the year 1965, an item for the appropriation of funds, and to seek passage thereof, which amount when added to amounts previously appropriated under Capital Outlay legislation for use by the Massachusetts Bay Community College, will equal the amount required to be reserved by the Redeveloper under Sub-section (c) hereof.

Section 202: Condition of Land to be Conveyed

The Authority agrees prior to the time of the sale and conveyance and delivery of possession of the Property to have all presently existing buildings demolished, and to rough-grade the

land upon which such buildings were located leaving such land free and clear of all such buildings except for foundations and utilities below the surface of the ground.

Section 203: Purchase Price and Payment Thereof

(a) The purchase price for Parcel P-15 shall be its fair value except that if such price exceeds \$, the Redeveloper may at its option terminate its agreement to purchase the Property.

"Fair value" shall mean the fair value of the Property for public or nonprofit institutional uses in accordance with the Plan, subject to HHFA concurrence.

(b) The purchase price shall be paid to the Authority upon delivery of the deed and possession of the Property to the Redeveloper.

(c) Payment shall be in cash or by certified or cashier check drawn to the order of the Authority.

Section 204: Time of Sale and Conveyance

The sale and conveyance and delivery of possession of the Property, and the purchase of the same by the Redeveloper, shall, subject to the provisions of Section 206, take place on May 1, 1966, at a closing to be held at the offices of the Authority or such other place as the Authority may designate; provided, however, that the sale and conveyance and delivery of possession of the Property to the Redeveloper may take place at an earlier or later date upon agreement of the parties hereto.

Section 205: Title and Instrument of Conveyance

The sale and conveyance shall be by quitclaim deed of good and marketable fee simple title to the Property, free and clear of all liens and encumbrances, but subject to all conditions, covenants, easements, and restrictions set forth or referred to in this Agreement and the Plan or in either thereof. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring title to the Property from the Authority to the Redeveloper, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 206: Default by Authority

In the event that the Authority shall be unable to give title to or to make conveyance or to deliver possession of the Property as provided for herein, all of the obligations of the parties hereunder shall cease and this Agreement shall be void and without recourse to the parties hereto, unless the Authority shall elect to use reasonable efforts to remove any defect in title or to deliver possession as herein agreed, as the case may be, in which event the Authority shall give written notice thereof to the Redeveloper at or before the time for performance by the Authority hereunder, and thereupon the time for the performance by the Authority shall be extended for a period of ninety (90) days or such longer period as the Authority and the Redeveloper shall mutually agree; provided, however, that the Redeveloper shall have the election, either at the original or any extended

time for performance, to accept such title as the Authority can deliver to the Property and to pay therefor without deduction, in which case the Authority shall convey such title to the Redeveloper. In the event that at the expiration of the extended time the Authority shall be unable to give title or to make conveyance or to deliver possession as herein provided, all of the obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto. The acceptance of a deed by the Redeveloper shall be deemed a full performance and discharge of every agreement and obligation of the Authority herein contained, except such as are, by the express terms hereof, to be performed after the delivery of the deed.

ARTICLE III

RESTRICTIONS AND CONTROLS UPON REDEVELOPMENT

Section 301: Redevelopment Pursuant to Plan

(a) The Redeveloper, for itself and its successors and assigns, covenants, promises and agrees:

- (1) to devote the Property to the uses specified in the Plan;
- (2) not to use or devote the Property or any part thereof for any use other than the uses or purposes specified in the Plan, or contrary to any of the applicable limitations or requirements of the Plan;
- (3) not to effect or execute any covenant, agreement, lease, conveyance or other instrument whereby the Property or any improvement thereon is restricted upon the basis of race, religion, creed, color or national origin or ancestry in the sale, lease or occupancy thereof;
- (4) to comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color, or national origin in the sale, lease or occupancy of the Property;
- (5) not to discriminate upon the basis of race, color, creed or national origin in the sale, lease or rental or in the use or occupancy of the property or any improvements erected or to be erected thereon or any part thereof.

(b) The covenants in subsection (a) of this Section shall be covenants running with the land.

(c) The covenants in subdivisions (1) and (2) of subsection (a) of this Section, and all rights and obligations under any of said covenants, shall terminate upon the expiration of the term of the Plan; and the covenants in subdivisions (3), (4) and (5), and all rights and obligations under any of said covenants, shall terminate upon the expiration of one hundred (100) years from the date of the deed from the Authority to the Redeveloper; provided, however, that the provisions of this subsection shall not abate, or be a ground for abatement of any action, suit, or other legal proceeding instituted prior to the termination of the covenants.

Section 302: Improvements and Submission of Plans

(a) The Property shall be used for educational purposes for the construction of the buildings and other facilities for the Massachusetts Bay Community College, a two year junior college with a minimum capacity to serve 5000 students in one session, such improvements to be built in accordance with the special land use and building requirements attached hereto as Exhibit D and the applicable planning and design objectives and land use and building requirements of the Plan and all applicable state and local laws and regulations.

Phase A of the proposed construction shall consist of those buildings and other facilities having a minimum capacity to serve 2000-2500 students in one session; Phase B shall consist of the improvements remaining to be built after the completion of Phase A.

(b) Within 30 days after the execution of this contract, the Redeveloper shall submit to the Authority Pre-preliminary Plans prepared by the architect for the Redeveloper and in conformity with the Plan and Exhibit D.

(c) Within 90 days after the Authority has approved, or has deemed to approve by its failure to act thereon, pursuant to subsection (f) in this Section, the Pre-preliminary Plans, the Redeveloper shall submit to the Authority Final Preliminary Plans and Outline Specifications prepared in conformity with the approved Pre-preliminary Plans, the Plan, and Exhibit D.

(d) Within 1 year after the Authority has approved, or has deemed to approve by its failure to act thereon, pursuant to Subsection (f) in this Section, the Final Preliminary Plans and Outline Specifications, the Redeveloper shall submit to the Authority Final Plans and Specifications prepared in conformity with the Final Preliminary Plans and Outline Specifications, the Plan, and Exhibit D.

(e) Additional submissions relating to Phase B of the proposed improvements shall be required of the Redeveloper, the nature of which and the time schedule to be followed in connection therewith to be agreed to by the parties hereto.

(f) The Authority shall review and approve or disapprove such Pre-preliminary Plans, Preliminary Plans and Outline Specifications, and Final Plans and Specifications and shall within 30 days after receipt of each such set of documents notify the Redeveloper of its approval or disapproval in writing, setting forth in detail any grounds for disapproval. If such documents are in accordance with this Agreement, the Plan, and Exhibit D, and any approved previously submitted documents, the Authority shall not unreasonably withhold its approval of the documents as submitted. If no grounds of disapproval are delivered in writing to the Redeveloper within thirty (30) days after submission of the documents or any resubmission thereof as hereinafter provided, such documents shall be deemed approved.

In the event of a disapproval, the Redeveloper shall, within thirty (30) days after the date the Redeveloper receives written notice of such disapproval, resubmit the documents to meet the grounds of disapproval. All resubmissions shall be subject to the review and approval of the Authority in accordance with the procedure hereinabove provided for an original submission, until such documents shall be approved by the Authority; provided, however, that the Redeveloper shall submit final plans and specifications which meet the requirements of this subsection and the approval of the Authority prior to May 1, 1966, and if such plans and specifications do not meet such requirements and receive such approval, the Authority may at its option terminate its agreement to sell and convey the Property to the

Redeveloper, provided, that in the event the Authority does not so exercise its option, all covenants and agreements contained herein shall remain in full force and effect.

(g) No work shall be commenced on the construction of any building until the approval by the Authority of Final Plans and Specifications therefor as provided in subsection (f) hereof, or such other time as shall be mutually agreed by the Redeveloper and the Authority, and no work on the improvements shall be done unless such work conforms in every respect to the approved Final Plans and Specifications therefor except that such Final Plans and Specifications may be modified by the Redeveloper from time to time without the approval of the Authority so long as the improvements to be erected shall be in conformity with the applicable planning and design objectives and land use building requirements of the Plan and the special land use and building requirements set forth in Exhibit D and shall be in substantial conformity with the Final Plans and Specifications approved by the Authority. In the event the Redeveloper shall fail to comply with the foregoing requirements, the Authority may, within a reasonable time after discovery thereof by the Authority, direct in writing that the Redeveloper so modify or reconstruct such portion or portions of the improvements erected or being erected on the Property as are not in conformance with the approved Final Plans and Specifications or any approved modifications thereof, as to bring them into conformance therewith. The Redeveloper shall promptly comply with such a directive, and shall not proceed further with construction of the improvements until such directive is complied with. Any delays in completion of the improvements resulting from such modifications or reconstruction shall not be a ground for the extension of the time limits of construction on the Property as provided for in Section 303 of this Agreement.

Section 303: Time for Commencement and Completion of Construction

(a) The Redeveloper shall begin the construction of the improvements on the Property in accordance with the approved Final Plans and Specifications referred to in Section 302 (d) hereof within ninety (90) days after delivery of the deed and possession of the Property to the Redeveloper; shall thereafter diligently prosecute the construction of the improvements on the Property to completion; and shall, in any event, complete Phase A of such construction not later than September 1, 1967, and Phase B not later than September 1, 1969.

(b) Subsequent to the execution of this Agreement and until the construction of the improvements has been completed, the Redeveloper shall make, in such detail as may reasonably be required by the Authority, a report in writing to the Authority every six (6) months as to the actual progress of the Redeveloper with respect to such construction. After the sale and conveyance and delivery of possession of the Property to the Redeveloper and during the period of construction, the work of the Redeveloper shall be subject to inspection by representatives of the Authority and of the United States of America.

(c) Prior to the sale and conveyance and delivery of possession of the Property, the Authority shall permit the Redeveloper access thereto, whenever and to the extent necessary to carry out the purposes of this Agreement.

(d) It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the improvements on the Property shall be covenants running with the land.

Section 304: When Improvements Completed

The building of improvements on the Property shall be deemed completed for the purposes of the Agreement when the improvements required of the Redeveloper by the provisions of this Agreement have been built and are substantially ready for occupancy and shall incontestably be deemed completed for the purposes of this Agreement upon the issuance of a Certificate of Completion by the Authority, in such form as will enable it to be recorded in the Suffolk Registry of Deeds.

Section 305: Non-Discrimination in Carrying Out of Improvements

The Redeveloper, for itself, and its successors and assigns, agrees that in the construction of the Improvements in accordance with the provisions of this Agreement:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this non-discrimination clause.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Redeveloper will include the provisions of Paragraphs (a) through (c) of this Section in every contract, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding

upon each such contractor or subcontractor, as the case may be. For the purpose of including such provisions in any construction contract or subcontract, as required hereby, the term "Redeveloper" and the term "Authority" may be changed to reflect appropriately the name or designation of the parties to such contract or subcontract.

Section 306: Equal Opportunity in Construction Employment

The Redeveloper, for itself, and its successors and assigns, agrees that it will include the following provisions of this Section in every contract or purchase order which may hereafter be entered into between the Redeveloper and any party (hereinafter in this Section called "Contractor") for or in connection with the construction of the Improvements, or any part thereof, provided for in the Agreement:

"... Equal Employment Opportunity. During the performance of this contract, the Contractor agrees with (the Redeveloper) as follows:

"(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Boston Redevelopment Authority setting forth the provisions of this nondiscrimination clause.

"(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Boston Redevelopment Authority, advising the said labor union or workers' representative of the Contractor's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The Contractor will comply with all provisions of Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

"(e) The Contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and by the rules, regulations, and orders of the said Committee or of the Housing and Home Finance Agency pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the Agency, the Housing and Home Finance Agency, and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

"(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the President's Committee on Equal

Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended by Executive Order 11114 of June 22, 1963, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any construction contract, subcontract, or purchase order as the Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Boston Redevelopment Authority, the Contractor may request the United States to enter into such litigation to protect the interests of the United States."

For the purpose of including such provisions in any construction contract or purchase order, as required by this Section, the term "Contractor" may be changed to reflect appropriately the name or designation of the parties to such contract or purchase order.

Section 307: General Terms Relating to Transfer of Interest in Property by Redeveloper

The Redeveloper shall not, prior to the completion of the construction of the improvements on the Property, make, or suffer to be made, any assignment or other transfer of its interest in the Property or portion thereof or in this Agreement, except upon compliance with the following:

- (1) The transferee or transferees shall have been approved as such in writing by the Authority;
- (2) The transferee or transferees, by valid instrument in writing, satisfactory to the Authority, shall have expressly assumed and agreed to perform, for themselves and their successors and assigns and directly to and for the benefit of the Authority, all obligations of the Redeveloper provided for in this Agreement; provided, however, that the fact that any transferee shall not have assumed such obligations shall not relieve such transferee of such obligation or deprive or limit the Authority of or with respect to any rights or limitations or controls with respect to the Property or the construction of the improvements;

- (3) Any consideration obtained by the Redeveloper from the transferee or transferees in excess of an amount representing the actual cost to the Redeveloper of the interest transferred, including the cost of any improvements made thereon and carrying charges, shall be paid over to the Authority.
- (4) The Redeveloper and its transferee or transferees shall comply with such other conditions as the Authority may find desirable in order to achieve and safeguard the purposes of the 1949 Housing Act, as amended, Chapter 121 of the General Laws, and the Plan.

ARTICLE IV

ADDITIONAL LAND TO BE ACQUIRED

Section 401: Option to Buy Additional Land

(a) Upon the completion of Phase A of the proposed improvements and in no event later than January 1, 1968, the Redeveloper may submit in writing to the Authority a detailed and comprehensive proposal for the use for educational purposes for the Massachusetts Bay Community College of up to 10 acres of land located in either Parcel 15a or Parcel 15b, or located partly in Parcel 15a and partly in Parcel 15b.

(b) Such proposal shall include the proposed land use for the area in question and the relationship of the proposed uses to the improvements constructed in Phase A and to be constructed in Phase B and to the land uses in the Charlestown Urban Renewal Area. The submissions shall also include where applicable materials as are required as part of the Pre-preliminary Plans described in Exhibit E.

(c) The Authority agrees to review the proposal and within 30 days after receipt of the proposal either approve or disapprove it. In the event of a disapproval, the Redeveloper shall, within 30 days after the date the Redeveloper receives written notice of such disapproval, resubmit the proposal to meet the grounds of disapproval. All resubmissions shall be subject to the review and approval of the Authority in accordance with the procedure established in this Section, until the proposal shall be approved by the Authority.

(d) In the event the Authority approves the proposal, it agrees to offer to sell such land containing up to 10 acres as described in the proposal to the Redeveloper, at its fair value, as such term is defined in Section 203 (a), provided that the Redeveloper accepts such offer in writing within 90 days after the approval of the proposal by the Authority and agrees as a part of its acceptance to use such land for educational purposes in accordance with the approved proposal and to enter into a land disposition agreement respecting the purchase and use of such land substantially in the form of this Agreement.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 501: Finality of Approvals

Where, pursuant to this Agreement, any document of or proposed action by the Redeveloper is submitted by it to the Authority, and the Redeveloper has been notified in writing by the Authority that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the Authority with respect to such particular document or proposed action for which such approval or notice of satisfaction was given.

Section 502: How Agreement Affected by Provisions Being Held Invalid

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and of the Plan.

Section 503: Covenants to be Enforceable by Authority

Any covenant herein contained which is expressed to be a covenant running with the land shall, in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Authority against the Redeveloper. In amplification, and not in restriction of the provisions hereof, it is intended and agreed that the Authority shall be deemed a beneficiary of such covenants both for and in its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such covenants have been provided, and such covenants shall be in force and effect, without regard to whether the Authority has at any time been, remains or is an owner of or in possession of any land to, or in favor of, which the covenants relate.

Section 504: Parties Barred From Interest in Project

No member of the Congress of the United States of America shall be admitted to any share or part hereof, or to any benefit to arise therefrom.

Section 505: Authority's Members and Officers Barred From Interest

No member, official or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the Authority shall be personally liable to the Redeveloper in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or on any obligations under the terms of this Agreement.

Section 506: Agreement Binding on Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of the respective successors and assigns of the parties hereto.

Section 507: Waivers

Any right or remedy which the Authority or the Redeveloper may have under this Agreement, or any of its provisions, may be waived in writing by the Authority or by the Redeveloper, as the case may be, without execution of a new or supplementary Agreement, but any such waiver shall not affect any other rights not specifically waived.

Section 508: Amendments

This Agreement may be amended only by a written document, duly executed by the parties hereto, evidencing the mutual agreement of the parties hereto to such amendment.

Section 509: Notices

Whenever under this Agreement notices, approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such notices, approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the Authority or Redeveloper, and sent to the other party by registered or certified mail, postage prepaid, and addressed as follows or in such other manner or to such other address as the other party shall direct by prior notice:

If to the Redeveloper - Massachusetts Board of Regional
Community Colleges
Room 74
State House
Boston 33, Massachusetts

If to the Authority - Boston Redevelopment Authority
City Hall Annex
Boston, Massachusetts
c/o Edward J. Logue,
Development Administrator

Section 510: Excusable Delays

For the purposes of any of the provisions of this Agreement, neither the Authority nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of the Property for redevelopment or the beginning and completion of construction of the improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes, it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Authority with respect to the preparation of the Property for

redevelopment or of the Redeveloper with respect to construction of the improvement, as the case may be, shall be extended for the period of the enforced delay; provided, however, that the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and requested an extension for the period of the enforced delay. In calculating the length of the delay, the Authority shall consider not only actual work stoppages but also any consequential delays resulting from such stoppages as well.

IN WITNESS WHEREOF, on the day of , at Boston, Massachusetts, the parties hereto have caused this Agreement in five counterparts to be signed, sealed and delivered by their duly authorized officers, respectively.

Signed, sealed and delivered
in the presence of:

BOSTON REDEVELOPMENT AUTHORITY

By _____
Development Administrator

COMMONWEALTH OF MASSACHUSETTS,
Acting by through the Massachusetts
BOARD OF REGIONAL COMMUNITY COLLEGES

By _____
Chairman

Approved as to form:

Attorney General

Approved as to form:

General Counsel, Boston Redevelopment Authority

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then, personally appeared before me the above-named
who executed the foregoing Agreement on behalf of Boston
Redevelopment Authority and acknowledged the same to be his
free act and deed and the free act and deed of the Boston
Redevelopment Authority.

Notary Public
My commission expires:

EXHIBIT A

Property Boundary Description

Parcel P-15

Refer to Exhibit B, Property Line Map - P-15.

Beginning at a point which is described as the intersection of the northwesterly sideline of Street "A" and the southwesterly sideline of Rutherford Avenue;

Thence running southeasterly along the southwesterly sideline of Rutherford Avenue and the southwesterly sideline of Rutherford Avenue extended in a straight line to a point of curve to the right at the intersection of the said southwesterly sideline of Rutherford Avenue extended and the northwesterly sideline of the new Prison Point Bridge Approach, now or formerly known as Austin Street;

Thence by said curve to the right to a point in the northwesterly sideline of the new Prison Point Bridge Approach;

Thence southwesterly by a curve to the left along the sideline of the new Prison Point Bridge Approach to the new boundary line of the Boston and Maine Railroad;

Thence northwesterly by a curve to the left and by a reverse curve to the right along the northeasterly sideline of the said new B & M Railroad right-of-way to a point in the Boston-Somerville city boundary line;

Thence northerly by said Boston-Somerville boundary line to a point which is the intersection of the said Boston-Somerville city boundary line and the southeasterly sideline of property now or formerly owned by Food Centre Wholesale Grocery, Inc. to the northeasterly sideline of said Food Centre Wholesale Grocery, Inc.;

Thence northwesterly along the northeasterly sideline of said Food Centre Wholesale Grocery, Inc., being also the southwesterly sideline of the B & M Railroad right-of-way to a point which intersects the extended northwesterly sideline of Street "A";

Thence northeasterly in a straight line across the B & M Railroad right-of-way along the extended northwesterly sideline of Street "A" and along the northwesterly sideline of Street "A" to the point of beginning.

EXHIBIT C

Massachusetts Bay Community College

Land Use and Building Requirements--Parcel P-15

A. Permitted Uses:

This parcel shall be developed for use as the Central Boston Area Community College.

B. Planning and Design Objectives

The development of this parcel must serve to implement the objectives of the Massachusetts Community College System, to offer a low-cost education to those students who otherwise might not go to college. The Community College must serve the immediate needs of Charlestown students for a higher education and provide an added stimulus for the renewal of the fine residential character of Charlestown.

The design of the college should recognize the presence of major elevated highways to the south and west of the parcel by the use of increased open space or building mass. To the north and east the new urban renewal development should influence the design.

The new major street, Rutherford Avenue, should be defined by building masses of limited height and minimum set back and the new commercial and recreational uses at the intersection of Austin Street and Rutherford Avenue should be reinforced by the location of the major crowd generators of the college at this corner of the parcel.

In addition to the space required for playing fields a variety of other open spaces for specific uses should be provided. Major open space should not occur along Rutherford Avenue. Landscape design elements including planting, paving, walls, sculpture, lights and fountains should be provided for the enrichment of the college environment.

Pedestrian and vehicular access to the site must be limited to reduce conflict with the high capacity use of Rutherford Avenue and the Prison Point bridge. Necessary overpasses will be provided.

C. Land Use and Building Requirements

1. Student density: This parcel shall be developed for use by no less than 5,000 students in one session.

2. Height: Structures shall be not more than 60 feet in height within 200 feet of southerly boundary of Rutherford Avenue except that a vertical structure (or structures) exceeding this height may be built in this zone if the total frontage of such

buildings on Rutherford Avenue does not exceed 240 feet and if any individual building of such unrestricted height occupies no more than 80 feet of frontage.

3. Set back: Structures may be set back from the southerly right-of-way line of Rutherford Avenue to allow for a service road and planting strip. In the final state of site development, no more than 50% of the structures fronting on Rutherford Avenue shall be set back in excess of the distance required for the service road and planting strip.

4. Access: Vehicular access to the parcel will be from Rutherford Avenue. An overpass will be provided for northbound entrance to and egress from the parcel. No more than two points of southbound entrance to and egress from the site will be permitted. No point of egress will be permitted within 300 feet of the Prison Point Bridge intersection.

Pedestrian access will be by means of a pedestrian bridge over or under the Prison Point Bridge from the new MBTA station and by another bridge over Rutherford Avenue in the vicinity of the new Shopping Center. These bridges will be at an elevation sufficient to provide a 14.5 foot clearance over streets that they cross.

5. Open Spaces: In the final stage of development, no less than 13 acres shall be provided for permanent, active recreational use, including gymnasium ground coverage, but excluding other open space such as plazas and planting areas.

6. Parking: There shall be no less than one parking space per 2.5 students in the maximum single session.

In the final stage of development, no more than 25% of the ground coverage of this parcel may be in exclusive parking use.

7. Easements: Pedestrian easements for general public use shall be provided from the MBTA pedestrian bridge to the Shopping Center pedestrian bridge.

Vehicular easements may be required to allow public use of the Rutherford Avenue vehicular overpass.

Easements may be required for underground utilities serving Charlestown.

EXHIBIT D

Massachusetts Bay Community College

Special Land Use and Building Requirements

A. Permitted Use:

Parcel P-15 of the Charlestown Urban Renewal Area shall be developed for use as the Massachusetts Bay Community College. All or part of parcels P-15a and P-15b, as may be disposed of for Community College use in conjunction with this parcel shall be separately controlled.

B. Planning and Design Objectives

1. Use Objective: The development of this parcel should serve to implement the objectives of the Massachusetts Community College system as stated in the 1958 Audit of State Higher Education Needs:

"Community colleges, first of all, must offer low-cost education to many young men and women who otherwise could not afford a college education at all ... must encourage many students who otherwise would not go to college or post-high school education, by providing opportunities and encouragement which would not otherwise be present."

The central location of this parcel with respect to the segment of population to be served by the Community College should be exploited fully. Students who must work part time or can only attend evening

courses must be attracted by the convenience of accessibility of the college. The design of the school must encourage the most efficient and stimulating use of those limited hours which the student is able to spend on campus.

Particular emphasis should be given to access from the new rapid transit station, and this access should be integral in the organization of the campus elements and their architectural expression. A high quality of architectural design in a contemporary mode should also be emphasized throughout the work in order to give visible proof of public concern for the opportunities of those who have not in the past had first class higher educations.

The development of this parcel must serve to reinforce and complement the other new developments proposed for Charlestown. The Community College must serve the immediate needs of Charlestown students for a higher education and provide an added stimulus for the renewal of the fine residential character of Charlestown.

2. Site Design:

a) Relation to surrounding area.

On the southwest, the new elevated expressway with one level approximately 40 feet and a second level approximately 60 feet above grade will be a dominant visual and acoustical element in the college design. Recognition of these factors should be given in the orientation and scale of buildings along the expressway edge; consideration should be given to the placement of recreation fields and parking on this side of the site.

On the northeast, the new urban renewal developments should exert a strong influence on the design. A major street to be improved, Rutherford Avenue, new housing, and a center of new recreational, social, and commercial facilities form this entire boundary. The new Rutherford Avenue should be given definite form along its two sides by building masses of limited height and minimal setback. However, high buildings should meet the avenue only intermittently and with only limited extent of frontage. Trees and other landscaping along Rutherford Avenue frontage should be of a bold and regular character.

The intersection of Austin Street and Rutherford Avenue should be developed as a new gateway to Charlestown and as such it is desirable to have major crowd generators of the college located at this corner of the parcel. Facilities, such as an auditorium or a student center, which will have use at night or weekends, or which will be open to the general public, should be placed near the "gateway" commercial and recreational functions of the Charlestown community.

Since Rutherford Avenue will carry a heavy vehicular load at grade, only limited pedestrian crossing will be permitted. The most appropriate point of connection to the new development will be at this active entry corner, relating to the commercial center.

Pedestrian access will also be provided from the new MBTA station. This access must relate to, and permit, public passage via the Rutherford pedestrian bridge to the commercial

center, as well as to the Community College itself.

b) Open Space

Consideration in the design of playfields and other open spaces should be given to the potential use of college facilities by the public under such conditions as the college authorities find practicable.

Open space should be provided for specific uses.

"Left over" spaces between buildings are to be discouraged.

Major open space in natural landscaped treatment should not occur along Rutherford Avenue, with the exceptions that 1) a portion of the major playing fields may come out to a limited Rutherford Avenue frontage at the northern end of the site; and 2) a plaza for active public use and entry to the site may occur at the corner of Rutherford Avenue and Prison Point bridge.

In addition to the area provided for active playing fields, consideration should be given to a variety of other open spaces to provide for outdoor meetings, eating, conversation, or spontaneous recreational use. Landscape design elements including planting, walls, sculpture, lights, and fountains should be provided for the enrichment of the college environment. The organization and esthetic expression of the playfields, other open spaces, plazas, and main walkways should make a functional and pleasant environment of the campus as a whole, providing both for the needs and enjoyment of the college

population and also serving as an inviting cultural adjunct to the Charlestown community.

c) Vehicular access, parking, and circulation

Vehicular access to the site must be limited to reduce interference with the expected high capacity use of Rutherford Avenue and Prison Point Bridge. A vehicular bridge across Rutherford Avenue, approximately 500 feet south of the northern corner of the parcel, will provide north bound entrance and egress. This bridge will have public usage by traffic generated in the area north of the college parcel and south of Rutherford Avenue. Only two curb cuts will be permitted in the Rutherford Avenue frontage of the college site. A dropoff lane may be considered in conjunction with one of them.

Parking should be provided in compact form and it should be well distributed with respect to the various use elements of the design. Open lots at grade should be of limited size and designed primarily for transient use of visitors or staff cars, or service vehicles. Open lot parking along Rutherford Avenue or Prison Point Bridge frontages are especially to be avoided.

Loading facilities should be provided as necessary but should be screened from public view. An internal road may be provided to gain access to parking, loading, and building entrance points but its design should minimize conflict with the pedestrian walk system.

d) Utility and service functions

Underground utilities may be provided as necessary.

Service functions such as garbage disposal and building maintenance should be provided with minimum interference with the educational function of the college.

3. Building design

a) Building scale

The design of the college buildings should be appropriate for this urban location, close to the Regional Core and adjacent to a historic Charlestown landscape. Buildings should encourage the close relationship between individuals, students, and faculty. Elements of the design should be within convenient walking distance of each other, to a degree commensurate with the frequency and magnitude of their uses.

b) Building materials

The exterior building materials and design should reflect the high quality educational goals of the college, providing a feeling of permanence and humanity. The choice of dominant materials should be made with a view toward harmonizing with prevailing materials in Charlestown, while at the same time giving recognition to new forces in the design and to the new scales of architectural appreciation represented in the view of the site from adjacent motor ways.

c) Phasing and Temporary Uses

The college may be constructed in several phases. Each

phase must be able to exist as a completed entity. The first phase should contain sufficient use elements to ensure a complete range of educational and recreational opportunity and to establish the high quality character of the design of the Community College. In order that substantial investment in the Charlestown Urban Renewal Area may be appropriately protected from adverse uses, those portions of the site not in active building use for an early phase of development should be put to interim uses such as landscaped open space or plaza areas. Use for other purposes should be only after a showing by the Redeveloper to the Authority that such use will not adversely affect the urban renewal area.

C. Diagram of Planning and Design Objectives:

Reference should be made to the attached diagram of the objectives expressed in "B" above.

D. Site Data:

1. Area: Approximately 40 acres (see Property Line Map - Parcel P - 15), Exhibit B and Parcel Boundary Description, Exhibit A.

2. Location: Within the Charlestown Urban Renewal Area; bounded on the northeast by new Rutherford Avenue; on the northwest by Street A and the property of Food Center Wholesale Grocers, Inc.; on the southwest by the new Inner Belt and on the southeast by the new Prison Point Bridge.

3. Topography and Soil: The parcel is a virtually flat area of fill (average elevation 16 feet above Boston City Base). Fill material consists of sand and gravel with silt and rubble from

8 to 18 feet in depth. Underlaying this fill is a 2 to 10 feet layer of peat, silt, and mud. Below this unconsolidated material is medium to compact sandy gravel and clay. (A knoll of fill material rises to an elevation of over 30 feet on the site of the demolished prison).

Relevant boring data is available (see Boring Data) from two sources: Massachusetts Department of Public Works (9 borings); Journal of Boston Society of Civil Engineers, 1961, (20 borings).

E. Charlestown Urban Renewal Plan

These special land use and building requirements are supplementary to and amplify the requirements of the Charlestown Urban Renewal Plan.

EXHIBIT E

Massachusetts Bay Community College

Developers Submission Requirements

The redevelopment proposal for this disposition parcel will be subject to design review and approval by the Authority prior to the execution of this agreement. This review will assure compliance with the requirements of the Plan and will evaluate the quality and appropriateness of the proposal on the basis of the design objectives stated in the Plan and in the special land use and building requirements, Exhibit D. In addition, reference will be made during design review to the Illustrative Site Plan and other site plans and design studies prepared by the Authority Staff. All such studies shall be available to the redeveloper.

The review may be conducted by the Authority and its staff or at the discretion of the Authority a qualified independent review panel may be selected to make design evaluations and recommendations to the Authority. The staff member responsible for maintaining liaison with the redeveloper and his architect will be the Design Review Officer or a designated alternate. Formal required submissions shall be made to the Authority through the Development Administrator.

It is expected that a continuous cooperative contact will be maintained between the Redeveloper and Architect and the Design Review Staff during the design and working drawing process and that reasonable requests for progress prints in addition to those required below will be met at any time. The following submissions will be required.

1. Pre-Preliminary Plans

Within 30 days from the execution of this agreement pre-preliminary plans shall be submitted to the Authority for review. This review is intended to secure agreement on and approval of the basic design concept prior to extensive work by the Redeveloper's architect.

- a) Site Plan @ 1" = 100' (1" = 40' optional), showing general relationships of buildings, open space and roads, walks, and parking areas. Adjacent existing and proposed roads and structures shall be shown. Phasing possibilities, if any, shall be shown.
- b) Site Sections @ 1" = 40' showing height relationships in addition to those shown above.
- c) Building plans and sections sufficient to indicate general architectural character, structural system, and materials proposed.
- d) Written statement of proposal including: student population, number of parking spaces, recreation space (sq. ft.) and uses, other open space (sq. ft.), and uses,

building space (sq. ft.) and uses, structural system, and principal building materials.

2. Final Preliminary Plans and Outline Specifications

Within 90 days from approval by the Authority of Preliminary Plans, the following submission will be required.

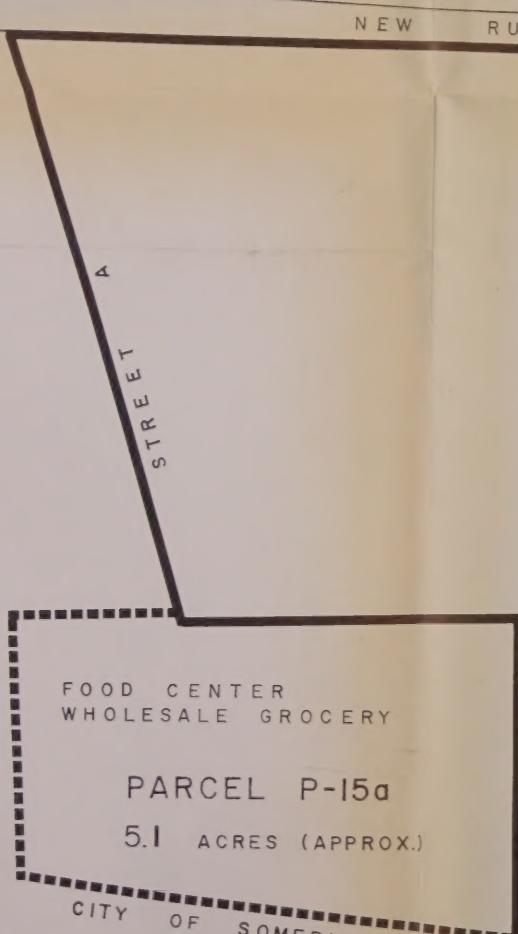
- a) Site Plan @ 1" = 40' showing buildings; roads; walks; parking; open space with use designated; landscaping including walls, fences, planting, outdoor lighting, street furniture, and ground surface materials. Typical grades and assumed grades at bounding streets and points of vehicular and pedestrian access shall be shown. Phasing of construction, if any, shall be shown.
- b) Building Plans 1/8" = 1'-0" showing all typical conditions.
- c) Building Sections 1/8" = 1'-0" showing all typical cross sections.
- d) Sketches (at eye level) and/or model showing the architectural character of the proposed design.
- e) Outline specifications for materials and methods of construction.
- f) Required statement of proposal 1 d) above.

Where design of a first phase is preceding design of final development drawings in "b" and "c" above need only refer to those buildings in the first phase.

3. Final Plans and Specifications

Within one year from approval by the Authority of Final Preliminary Plans and Outline Specifications the following submission will be required.

- a) Complete site plan for the final parcel development to working drawing level of detail.
- b) Complete working drawings and specifications ready for bidding. These may be for a first phase of development only. Schedule for review of the balance of the drawings and specifications for the final parcel development will be agreed on at this submission.
- c) Statement of proposal indicating differences, if any, from 2 f) above. Once final working drawings and specifications have been approved and construction started, the only items subject to an additional review would be requests for change orders in the construction and final submissions of designs for works of art.



PARCEL P-15
40.1 ACRES (APPROX.)

NEW INNER BELT
B. & M. R. of W.
NEW M.B.T.A. TRACK

NEW RUTHERFORD AVENUE

PARCEL P-15b
8.9 ACRES (APPROX.)

NEW PRISON

POINT

BRIDGE

PROPERTY LINE MAP
PARCEL P-15
CHARLESTOWN URBAN
RENEWAL AREA
SEPTEMBER 1, 1964
BOSTON REDEVELOPMENT AUTHORITY



